VOL. L., No. 47.

The Solicitors' Journal.

LONDON, SEPTEMBER 22, 1906.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.
All letters intended for publication in the SOLICITORS' JOURNAL mus be authenticated by the name of the writer.

Contents.

Case Reported this Week.

Current Topics.

The New County Court Judge.

MR. JOHN SHIRESS WILL, K.C., who has been appointed judge of the County Court Circuit No. 7 in succession to Judge BOWEN ROWLANDS, deceased, was called to the bar in 1864, and has practised on the South-Eastern Circuit and at the Parliamentary bar. He is the joint author of a standard work on the law relating to gas and water, and sole author of a work on the law relating to electric lighting, traction, and power. Mr. WILL was Member of Parliament for the Montrose Burghs from 1885 to 1895.

The Vacation Court.

MR. JUSTICE BARGRAVE DEANE succeeded Mr. Justice SUTTON as Vacation Judge on Wednesday, the 19th inst. A very light list had to be dealt with, only two matters out of the twenty-three in the cause list being tried out, and the learned judge rose for the day at 1.55. Application was made as to the sitting of the Divisional Court to hear a matter arising out of the Midwives Act, 1902, which stood over until next Wednesday; it being suggested that there was no such urgency in the case as had been suggested on the original application.

Implied Representation by Unqualified Person That He is Entitled to Act as Solicitor.

A DECISION by Mr. DENMAN, the police magistrate, in a prosecution by the Law Society, appears to us to be more in accordance with the intention of the Legislature than some earlier cases determined by other magistrates. The defendant was summoned for having falsely represented himself to be a solicitor in applying for a debt on behalf of a London tradesman. In applying for the debt he wrote: "Sir,—We are instructed by Mr. T. F. MATHEWS to apply to you for payment of £2 10s. owing by you, and, if you wish to save yourself trouble and costs of proceedings, please remit the amount within three days, failing which we have instructions to proceed without further notice to you." The defence was, of course, that the letter was written by the defendant in the exercise of his calling as a debt collector, which was not an unlawful one, and that he had no intention of committing a breach of the law. The magistrate convicted the defendant on the ground that the reasonable construction which would be put upon any such letter by the recipient would be that it came from a solicitor. We cannot but approve of this decision. The expressions in the letter are those usually employed by a solicitor, and although there was no express statement that the defendant was a qualified practitioner, he could not complain if the words were understood in their ordinary sense.

The Oath of a Chinese Witness.

ONE OF the most familiar maxims of the common law is that evidence should be given on oath, and that the witness must understand the effect of the oath. England has long been a

mercantile country having dealings with many regions beyond the seas, and it was gradually considered expedient to receive the evidence of a witness even though he did not profess the Christian faith. But our courts still clung to the oath, though they allowed it to be modified according to the religious belief of the deponent. The Mahometan was allowed to be sworn on the Koran, a Jew to invoke Jehovah, and in the early part of the last century the court, upon information that the proper way of swearing a Chinaman was to allow him to crack a saucer and to express his wish that if he did not speak the truth his soul might be cracked like the saucer, allowed the oath to be taken in this form. But we live in an age of doubt and criticism; we have heard a Jewish witness declare that the Jewish custom did not require him to cover his head while taking the oath, although the practice had been otherwise, and now, after our text-books have for many years described the manner in which a Chinese witness takes the oath, it has been decided in one of the London police-courts that there is no real ground for supposing that Chinamen attach any particular importance to the breaking of the saucer, but that the better opinion is that this picturesque ceremony was invented by Englishmen and is unknown to the Chinese courts. Having regard to the fact that there is a large Chinese population in many of the British Colonies, there ought to be little difficulty in ascertaining whether the ruling of the magistrate is correct and should in future be followed in all our courts.

Repair of Riverside Footpath.

It is stated in the daily Press that a conflict has arisen between the London County Council and the Twickenham District Council as to which of these two public bodies is properly liable for the repair of the footpath running alongside the Thames from Twickenham to Richmond, and forming the top of the embankment between the river and the Marble-hill public park. Path and embankment are threatened with destruction through the tidal action of the river. The Marble-hill park is vested in the London County Council, and it appears that before the council acquired it the owner had unsuccessfully claimed the right to close the footpath to the public. The right of the public to the use of the footpath was asserted by the Twickenham District Council, and was finally upheld. Apparently the soil of the *locus in quo* down to the water's edge is vested in the London County Council in fee, and apparently the right of the Twickenham District Council is the ordinary right of a local public authority to secure and keep open the surface of the pathway for the passage of the public. In the absence of any special reason for making the London County Council, as owners of the soil, responsible for the upkeep of the pathway itself, the ordinary common law liability of repairing it would seem to fall on the Twickenham District Council, in accordance with the *dictum* of Lord Mansfield in *Taylor* v. *Whitehead* (2 Doug., at p. 749), that "by common law he who has the use of a thing ought to repair it." The question, as between the two councils, is probably complicated by the peculiar situation of the footpath—on the top of the embankment which it is certainly the interest of the London County Council to keep in good order, so as to prevent the flooding of the park. An adjustment of the expense of repairing the bank between the two councils would seem to meet the justice of the case, so that the continued benefit of the right of way along the top of the embankment may be secured to the one council, without the whole cost of repairing the embankment being saddled on either.

A Company's Secret Service Fund.

The case of *Newton* v. *Birmingham Small Arms Co.* (*Limited*) (54 W. R. 621) is an addition to the decisions which settle that shareholders cannot be deprived by the articles of association of their statutory rights. It was held in *Re Peveril Gold Mines* (46 W. R. 198; 1898, 1 Ch. 122) that a shareholder could not be deprived of his right to petition for a winding up under section 82 of the Act of 1862; and it was held in *Payne* v. *The Cork Co.* (48 W. R. 325; 1900, 1 Ch. 308) that dissentient shareholders could not be deprived of their rights under section 161. In the present case the question has arisen upon the rights conferred on shareholders in respect of the audit of accounts by sections 21 to 23 of the Companies Act, 1900. Those sections require that the company shall at the annual general meeting appoint auditors for the ensuing year, and every auditor is to have a right of access at all times to the books and accounts and vouchers of the company, and is to be entitled to require from the directors and officers of the company such information and explanation as may be necessary for the performance of the duties of auditors; and the auditors are to make a report to the shareholders on the accounts examined by them. In *Newton* v. *Birmingham Small Arms Co.* the defendant company had been incorporated in 1896 with a large capital. Recently it was proposed to alter the articles of association so as to enable the directors to set aside in each year, after paying certain dividends, "such a sum as they may deem necessary or desirable in the interest of the company as an internal reserve fund"; and the altered articles were to provide that this internal reserve fund should be separate from the ordinary reserve fund, "and need not be shewn in, or disclosed by, the balance-sheet, and the directors need not give any information to the shareholders as to the amount, investment, or application thereof, or otherwise in relation thereto, either in their report or otherwise"; and the internal reserve fund might be "used and applied, at the discretion of the directors, for any purpose which the directors in their absolute discretion may consider will serve, protect, or advance the interests of the company." The particulars of the internal reserve fund were to be disclosed to the auditors, and it was to be their duty to see that the same was applied for the purposes of the company in accordance with the provisions just stated, but they were not to disclose any information with regard to the same to the shareholders or otherwise. It should be noticed that the original articles of the company provided for an annual audit of the accounts.

The Scope of an Auditor's Duties.

As long as the right of the shareholders to the audit of the accounts depended upon the articles of association, it was, of course, perfectly competent for a company by the articles, or any alteration therein properly made, to put limits upon these rights; but the introduction by the Companies Act, 1900, of the statutory audit has placed the matter upon a different footing, and the question arose in *Newton* v. *Birmingham Small Arms Co.* whether the articles could be so altered as to prohibit the auditors from disclosing to the shareholders information as to the internal reserve fund obtained in the course of the audit. The possible objections, as Buckley, J., pointed out, related to the form of the balance-sheet and also to the report on the accounts to be submitted to the shareholders by the auditors. The assets of the internal reserve fund were, according to the proposed articles, to be omitted from the balance-sheet, and hence it might be said that the balance-sheet would be incorrect. The inaccuracy, would, however, be on the safe side so far as regards the financial position of the company. There are obvious dangers in including in the balance-sheet assets which do not exist, but it is a different matter with the omission of assets which do exist. Any chance of shareholders being misled would, the learned judge observed, be avoided by wording the balance-sheet so as to shew that there was an undisclosed asset, and such a balance-sheet would not, in his opinion, be necessarily inconsistent with the statute. But the objection that the proposed articles would fetter the auditors in the report which they were to make to the shareholders was more serious. If, indeed, there was nothing in the circumstances of the fund and its application which called for special comment, Buckley, J., considered that section 23 of the Act of 1900 would be complied with if the auditors reported that they had examined the accounts as to the internal reserve fund, that they were satisfied with them, and that the funds had been employed in manner authorized by the company's regulations. But while this would be so if everything was, in the opinion of the auditors, all right, it might easily happen that there would be circumstances in connection with the internal reserve fund which would call for special comment, and then the articles of association would be invalid if they placed any difficulty in the way of such comment. "It is," said Buckley, J., "inconsistent with the Act of Parliament that the auditor shall be bound, even when he thinks that the true state of the company's affairs is affected by facts relating to the internal reserve fund, to with-

hold all information with regard to the same from the shareholders." While, therefore, he recognized that it might be proper for a company to insist upon secrecy as to particular items of their business, he considered that the proposed articles went too far in debarring the auditors from making under any circumstances a disclosure to the shareholders of the details of the fund.

Alterations of Licensed Premises.

AN INTERESTING discussion of the extent to which licensing justices can use their powers under section 11 (4) of the Licensing Act, 1902, to secure the proper management of licensed premises, took place recently in *Smith* v. *Justices of Portsmouth* (54 W. R. 598), before the Court of Appeal (COLLINS, M.R., COZENS-HARDY, L.J., and BARNES, P.). The sub-section provides that on any application for a renewal of a licence the licensing justices may require a plan of the premises to be produced before them, and they may direct that "within a time fixed by the order such alterations as they think reasonably necessary to secure the proper conduct of the business shall be made in that part of the premises where intoxicating liquor is sold or consumed." This provision speaks of "alteration" simply, but the latter part of the sub-section goes on to enact that "if any such order for *structural alterations* is made and complied with, no further requisition for the structural alteration of the premises shall be made within the next five years." In the present case the plan produced to the licensing justices upon the application for renewal of the licence shewed several entrances to the premises from two parallel streets, Wickham-street and Havant-street, and the justices ordered that, with a view to confining the sale or consumption of intoxicating liquor to the Wickham-street end of the premises, one entrance door in Havant-street should be nailed up, and another door should be kept locked and not used except for the delivery of goods or for certain domestic purposes. Upon appeal to quarter sessions, the recorder held that the jurisdiction of the justices extended only to ordering structural alterations, and that while the nailing-up of one door might be such an alteration, the locking of the other door was not. The Divisional Court reversed this, and upheld the jurisdiction of the justices to make the order, but the Court of Appeal have reverted to the view of the recorder. The licensing justices have no general power to exact undertakings as to the management of licensed premises as a condition of renewing licences, and in proceeding under section 11 (4) of the Act of 1902 they are confined to ordering such alterations as are contemplated by that enactment. The sub-section does not, in the portion authorizing such an order, speak of "structural" alteration, but, as the Master of the Rolls pointed out, the provision that the alterations are to be directed to be done within a fixed time implies that the physical condition of the premises are to be altered, and, this being so, the reference to structural alterations at the end of the sub-section shews that it is with such alterations that the entire sub-section is concerned. In *Bushell* v. *Hammond* (52 W. R. 453; [1904] 2 K. B. 563) the Court of Appeal upheld an order that the back entrance of licensed premises should be closed with a gate which was to be kept locked except for the delivery of goods or for the private use of the tenant or his household, and this is not dissimilar from the order in the present case. But the point really considered there was whether the alteration was "in that part of the premises where intoxicating liquor is sold or consumed," and the court held that it was. It appears to have been assumed that the alteration was structural. In the present case it has been held that the mere locking of an existing door cannot be ordered by the justices as an alteration within section 11 (4).

Presence of Interested Justices on Hearing of Appeal at Quarter Sessions.

IT MAY BE worth while to note that, in a case of *Rex* v. *Lancashire Justices*, decided some time ago, the Divisional Court quashed an order of quarter sessions on the ground that the bench was improperly constituted, inasmuch as two of its members were interested in the subject-matter of the appeal. This decision was founded upon the general rule as to the presence of interested justices at a judicial hearing, but, unless we are mistaken, it carried this rule much further than has ever been done before. The appeal was against the refusal to grant the renewal of a licence to sell intoxicating liquors, and at the hearing of the appeal two of the justices were present whose decision was the subject of the appeal. On the appeal being called on, they asked the chairman if they ought to leave the bench. The chairman said that in his opinion they ought to take no part in the hearing of the appeal, but that it was unnecessary that they should leave the bench. They accordingly remained, but made no observations to the chairman except those mentioned, or to the other justices, nor did either of them take any part in the hearing of the appeal. They retired with the other justices when the court adjourned to consider its decision, but took no part whatever in the discussion which then took place, or in influencing the decision at which the other justices arrived. The Divisional Court, assuming that the justices were disqualified, said that, although they took no part in the decision or in influencing it, their conduct was improper, for a judge ought not to put himself in a position in which he may influence, or may appear to influence, the decision of the court. As to the question whether the justices whose conduct is blamed were interested, we have nothing but the dry fact that they took part in the decision which was the subject of the appeal. In both the cases cited to the Divisional Court (*Reg.* v. *Mayor*, 1 Q. B. D. 173, and *Reg.* v. *London County Council*, 1892, 1 Q. B. 190) the persons whose presence at the hearing of the appeal was objected to had really acted as prosecutors in the original proceeding, and it might be said that they were both accusers and judges. In the case under consideration nothing of the kind was disclosed. It is true that in *Reg.* v. *Hertfordshire* (6 Q. B. 753), which was not cited to the court, the judges of the Queen's Bench say that a justice whose decision under the Licensing Acts was appealed from, and who was respondent in the appeal, ought not to have taken part in it. But they lay stress upon the fact that, as respondent, he might be liable to costs—which is no longer the law, *Reg.* v. *Staffordshire Justices* (1898, 2 Q. B. 231), and they were evidently not satisfied that the justices whose presence was complained of took no part in the hearing of the appeal. In the Divisional Court case a sufficient explanation was given, and though we have never thought that a satisfactory court of appeal can consist in part of those whose decision is appealed from, we think that, in the circumstances, the order of the sessions might have been allowed to remain undisturbed. The superior courts have not, with regard to their own procedure, taken so rigid a view of the constitution of a Court of Appeal. The House of Lords, in sitting to hear appeals, has allowed those who took part in the decisions appealed from to vote in the final decision, and in rules for new trials on the ground of misdirection, the judge whose misdirection was complained of sat with his learned brothers. Other examples could easily be given.

Smoking in Court.

A SOMEWHAT surprising paragraph went the round of the papers this week stating, with much particularity of detail, that a certain revising barrister, on opening the proceedings, lighted a cigar and said that he hoped those present would excuse him for smoking; that one of the agents hastened to say that he was pleased to see such an innovation; and that the barrister added that smoking was allowed in the courts of America, and he saw no reason why it should not be allowed in England. The barrister has subsequently contradicted the report, stating that he had never smoked in court, and strongly deprecated such a practice. We are glad to hear it, for we do not desire to see the free-and-easy procedure of the commercial room at an inn introduced into the revision courts. The burden laid upon the revising barrister is not a heavy one. He is handsomely paid for a few weeks' work, and his duties need not in any way interfere with the practice of his profession. His decisions are copiously reported in the metropolitan and provincial press, and in the dead season of the year excite almost as much interest as the proceedings in the superior courts. It does not seem, therefore, that liberties should be permitted to him which are not allowed to the ordinary judge. The puzzling question is

as to who invented the report, and why it was invented. We incline to think that a practical joker must have got hold of the local reporter.

The New Table A.

I.

Among the matters to which the attention of the Company Law Amendment Committee, appointed in February, 1905, was particularly directed was the amendment of Table A in the first schedule to the Companies Act, 1862. The applicability of that table to companies registered under the Companies Acts as companies limited by shares depends upon sections 14 and 15 of the Act of 1862. Section 14 provides that the memorandum of association may be accompanied by articles of association prescribing such regulations for the company as the subscribers to the memorandum deem expedient, and these may adopt all or any of the provisions of Table A; and section 15 provides that if the memorandum is not accompanied by articles of association, or in so far as the articles do not exclude or modify the regulations contained in Table A, such regulations shall, so far as they are applicable, be deemed to be the regulations of the company.

As is well known, the original Table A has long been out of date, and in the comparatively few cases where, for the sake of brevity in the articles, it has been thought expedient to adopt it, it has been necessary to supplement it by special articles; but to do this thoroughly has involved practically the same labour and expense as using an independent set of articles. It was provided, however, by section 71 of the Act of 1862, that the Board of Trade might from time to time make such alterations in the table as it deemed requisite. The table, when altered, was to be published in the *London Gazette*, and when so published was to have the same force as if it were included in the schedule to the Act, but no such alteration was to affect any company registered prior to its date. This power of alteration has not previously been exercised, but a revised Table A, drafted by Mr. R. J. Parker and Mr. A. C. Clauson on the instructions of the Board of Trade, was submitted to the Company Law Amendment Committee, and, subject to certain modifications, was recommended by them for adoption. It was finally settled, after consideration of these modifications, and was published in the *London Gazette* of the 31st of July last, with an intimation that it would take effect on and after the 1st of October. It will, therefore, be the duty of the advisers of the promoters of companies to be registered after the 30th inst. to consider how far the new table requires to be supplemented by special articles, and whether it is expedient to adopt the table with the necessary additions, or whether it will still be the more expedient course to have a special set of articles prepared and printed. This is a question which can only be answered after a comparison of the new Table A with the articles which are now in common use.

It is proposed to consider the articles under the following heads: (1) Preliminary; (2) Shares; (3) Calls; (4) Forfeiture and Lien; (5) Transfer and Transmission; (6) Share Warrants; (7) Conversion of Shares into Stock; (8) Alteration of Capital; (9) Borrowing Powers; (10) General Meetings; (11) Proceedings at General Meetings; (12) Votes; (13) Directors; (14) Rotation of Directors; (15) Managing Directors; (16) Proceedings and Powers of Directors; (17) Solicitors, &c.; (18) Dividends; (19) Accounts and Audit; (20) Notices; (21) Winding-up; (22) Indemnity to Officers.

(1) *Preliminary.*—The usual preliminary articles include the interpretation clause, the clause excluding or modifying Table A, the clause adopting any agreement which is the basis of the company, and the clause regulating the commencement of business. The interpretation clause—clause 1—in the new Table A—to which we shall in future refer as Table A simply—though it omits some usual definitions, is full enough for practical purposes, but a special article will be required to indicate any modifications of Table A, and of course Table A does not provide a clause adopting agreements. Whenever a company is formed to adopt a proposed agreement, the usual clause will have to be inserted. With regard to the commencement of business no clause is really required. A company which does not go to the public can commence business immediately; a company which does go to the public must first comply with the requirements of section 6 of the Companies Act, 1900. Clause 2 of Table A calls attention to this.

(2) *Shares.*—Clauses 3 and 4 of Table A provide for the issue of shares upon special terms, and for the modification, from time to time, of special rights. Where it is desired to define special rights—as in the case of preference shares—on the formation of the company, without making them invariable by placing the definition in the memorandum, a special clause must be inserted in the articles, but otherwise the clauses just mentioned supply all that is necessary. Clause 5 calls attention to section 4 (allotment of shares) and section 7 (return of allotments) of the Act of 1900, and directs, by way of reminder, that these provisions shall be complied with, but it does not specify the minimum subscription, and in the case of companies which go to the public this must be done by a special article, otherwise the whole amount of capital offered for subscription must be subscribed before any allotment can be made. And in the case of such companies, too, a special article must define the limit of underwriting commissions. It should be noticed that Table A has no clause excluding trusts of shares from recognition, this matter being left to section 30 of the Act of 1862, which provides that "no notice of any trust, expressed, implied, or constructive, shall be entered in the register, or be receivable by the registrar, in the case of companies under this Act and registered in England or Ireland." The clause in common use is intended to go further and to exclude recognition of any equities whatever, but the extension does not seem to be of sufficient practical importance to necessitate a special article if Table A is being adopted. Clauses 6 and 7 provide sufficiently for the issue of certificates and the renewal of certificates lost or defaced. Clause 8 contains the usual provision that the funds of the company shall not be employed in the purchase of or in loans upon the company's shares.

(3) *Calls.*—Table A contains in clauses 12 to 17 the usual provisions as to the making of calls, the payment of interest on calls in arrear, and the receipt of money from shareholders in advance of calls. It is provided that no call shall exceed one-fourth of the nominal amount of the share, or be payable at less than one month from the last call. No provision appears to be expressly made for the payment of a call by instalments, though it is implied in clause 24 (forfeiture). Clause 15 extends the provision for payment of interest to default in payment of instalments fixed at the date of issue of the shares. Clause 18 introduces the usual stipulation that joint holders of shares shall be jointly and severally liable for calls.

(4) *Forfeiture and Lien.*—The clauses as to forfeiture are in the usual form. Clause 27 empowers the directors, at any time before the sale or disposition of the forfeited shares, to cancel the forfeiture on such terms as they think fit. No provision for the company having a lien on shares was made by the old Table A. Clauses corresponding to the usual clauses on this head are now given in clauses 9 to 11 of the new table, the lien being allowed only in the case of shares which are not fully paid.

(5) *Transfer and Transmission.*—The clauses as to transfer of shares—clauses 18 to 20—reproduce the usual provisions. Transfers may be in writing under hand only, and the directors are given power to decline to register any transfer of shares (not being fully-paid shares) to a person of whom they do not approve, or, as to any shares, in cases where the company has a lien. Clauses 21 and 22 contain the usual provisions as to transmission upon death or bankruptcy, and clause 23 gives a person entitled to shares by transmission the right to receive dividends, but debars him from exercising the rights of a member in relation to meetings of the company until he has been registered in respect of the shares.

(6) *Share Warrants.*—The original Table A contained no provision as to share warrants, there being under the Act of 1862 no power to issue them. This power was first given by the Companies Act, 1867, ss. 27 to 36. In the majority of companies the power is not exercised, and the articles either provide shortly for the issue of share warrants, leaving details to be regulated by the directors, or are silent on the subject altogether. The new Table A contains unusually full provision on this head

in clauses 35 to 40. Clause 38, for instance, enables the bearer of a share warrant, by depositing the warrant at the office of the company, to exercise the rights of a registered member in respect of requisitioning and attending meetings.

(7) *Conversion of Shares into Stock.*—The conversion of paid-up shares into stock is authorized by section 12 of the Act of 1862, and the reconversion into shares is authorized by section 29 of the Act of 1900; but in either case the company must be authorized to exercise the power by its articles as originally framed or as altered by special resolution. Clause 31 of Table A gives the necessary power by providing that the directors may, with the sanction of the company in general meeting, convert any paid-up shares into stock, and may, with the like sanction, reconvert any stock into paid-up shares of any denomination. Clauses 32 to 34 contain the usual subsidiary provisions as to the rights of the stockholders in respect of transfer, dividends, voting, and otherwise.

(8) *Alteration of Capital.*—Table A contains the usual provisions with regard to alteration of capital. The increase of capital is made dependent upon an extraordinary resolution (clause 41). Power to effect a consolidation or subdivision of capital, a cancelling of shares not taken up, and a reduction of capital is conferred by various statutes, provided the regulations of the company authorize these operations—as to consolidation, see Act of 1862, s. 12; as to subdivision, see Act of 1867, s. 21; as to cancelling, see Act of 1877, s. 5; and as to reduction of capital, see Act of 1867, ss. 9-20, Act of 1877, ss. 3, 4, and Act of 1880, ss. 3, 5. Clause 44 of Table A gives the necessary authority, and requires the sanction of the company to be given to any of these operations by special resolution.

(9) *Borrowing Powers.*—It is usual to provide somewhat fully in articles of association for the exercise of borrowing powers by a company. The power to borrow is vested in the directors, subject frequently to a limit which is not to be exceeded without the sanction of a general meeting, and provision is made with respect to the issue of debentures. The old Table A conferred no borrowing powers on the directors, and this is not strictly necessary, since a trading company has an implied power to borrow for the purposes of its business: *General Auction Estate Co.* v. *Smith* (40 W. R. 106; 1891, 3 Ch. 432). The new Table A follows the same policy of not conferring an express power of borrowing, though it recognizes the existence of such a power by introducing a limit upon its exercise. Clause 73 provides that "the amount for the time being remaining undischarged of moneys borrowed or raised by the directors for the purposes of the company (otherwise than by the issue of share capital) shall not at any time exceed the issued capital of the company without the sanction of the company in general meeting." And clause 74 calls the attention of the directors to the necessity of complying with the provisions of the Companies Acts as to the registration of mortgages and charges affecting the property of the company. Probably these provisions as to borrowing, taken with the usual clause in the memorandum of association, give all that is really necessary, but we imagine that draftsmen will in general prefer to define specifically the scope of borrowing powers and the giving of security by special articles similar to those now in use.

It is announced that on and after Monday, the 24th of September, the business of the Ecclesiastical Commission will be carried on at Millbank, Westminster (at the corner of Great College-street), and that all communications must be addressed to "The Secretary, Ecclesiastical Commission, Millbank, Westminster, S.W."

The *Times* reprinted on Saturday the obituary of Lord Thurlow which was contained in its issue of the 15th of September, 1806. It states, among other things, that "After remaining some time at Cambridge, which the vivacity of his conduct obliged him to leave, he came to London to pursue the profession of the law, with whose studies he blended the gay and sensual amusements of the Metropolis. He rose into professional notice by a circumstance which is not generally known. Sir Fletcher Norton (at that time, and perhaps at any time, the first *Nisi Prius* lawyer), who not only made the bar but the bench tremble, was, in a solemn argument, opposed, beat down, and overpowered by the manly resolution and intrepid spirit of the young lawyer. This circumstance made a great noise at the time, and his prowess rendered him an object, not only of applause, but of wonder. Indeed, it was a principle of his early life that, to act with confidence was to win regard, and to display courage was half the battle. He pursued this notion, as it might serve his purpose, to the end of his days."

Reviews.

Books of the Week.

The English Reports. Vol. LXVI.: Vice-Chancellor's Court XI., containing Gifford, vols. 2 to 5; Hare, vol. 1. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

Gibson and Weldon's Student's Probate, Divorce, and Admiralty. Intended as an Explanatory Treatise on the Law and Practice in Probate, Divorce, and Admiralty Matters. Sixth Edition. By the Authors, and H. GIBSON RIVINGTON, M.A. (Oxon.), and A. CLIFFORD FOUNTAINE. The "Law Notes" Publishing Offices.

Gibson and Weldon's Student's Practice of the Courts: Being a Practical Exposition of the Proceedings in the Supreme Court of Judicature in England, including Appeals to the House of Lords. Intended Specially for Candidates at the Final and Honours Examination of the Law Society. Eighth Edition. By the Authors. The "Law Notes" Publishing Offices.

Reports of Cases Decided by the Railway and Canal Commissioners; together with Table of and Index to Cases Reported in Vols. VII. to XII. By J. H. BALFOUR BROWNE, K.C.; WALTER H. MACNAMARA, a Master of the Supreme Court; and RALPH NEVILLE, LL.B., Barrister-at-Law. Vol. XII. of Railway and Canal Traffic Cases. Sweet & Maxwell (Limited).

Principles of the English Law of Contract, and of Agency in its Relation to Contract. By Sir WILLIAM R. ANSON, Bart., D.C.L., Barrister-at-Law. Eleventh Edition. Oxford: At the Clarendon Press.

Encyclopædia of the Laws of England, with Forms and Precedents by the Most Eminent Legal Authorities. Second Edition, Revised and Enlarged. Vol. I.: Abandonment to Banker. With a General Introduction by Sir F. POLLOCK, Bart. Sweet & Maxwell (Limited); W. Green & Sons, Edinburgh.

Report of the Twenty-eighth Annual Meeting of the American Bar Association, held at Narragansett Pier, Rhode Island, on the 23rd, 24th, and 25th of August, 1905. Philadelphia: Dando Printing, &c., Co.

An Analytical Digest of Cases Published in the Law Journal Reports and the Law Reports, the House of Lords, the Privy Council, the Court of Appeal, the Chancery, King's Bench, and Probate, Divorce and Admiralty Divisions of the High Court of Justice, the Court for Crown Cases Reserved, and the Ecclesiastical Courts, During the years 1901-1905, with References to the Statutes Passed During the Same Period. By JAMES S. HENDERSON, Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The Property Law Act, 1905, with an Introduction and Notes, and a Supplement to a Concise and Practical View of Conveyancing in New Zealand, including the Land Transfer System, with Concise Forms under the New Act. By THOMAS FREDERIC MARTIN, a Barrister of the Supreme Court of New Zealand. Whitcombe & Tombs (Limited).

Town Practice for the Tyro. By R. L. MOSSE, Solicitor. Being a Supplement to the Eighth Edition of Gibson and Weldon's Student's Practice of the Courts. The "Law Notes" Publishing Office.

The Revised Table A, as Approved by the Board of Trade under the Companies Acts, 1862 to 1900, in 1906, with Notes and Supplementary Forms for Use in Relation to Such Table. By FRANCIS B. PALMER, Barrister-at-Law. Stevens & Sons (Limited). Price 1s. 6d.

According to the statistics of proceedings under the Workmen's Compensation Acts, 1897 and 1900, and the Employers' Liability Act, 1880, during the year 1905, which have been issued by the Home Office, the number of cases under the Workmen's Compensation Acts actually dealt with in England and Wales by county court judges and county court arbitrators was 1,754, the largest number yet recorded. The number for 1904 was 1,730, which, again, was an increase on the preceding year. Of these 1,754 cases, 1,482 were decided by the judges and only 27 by a special arbitrator, 245 cases being settled by the acceptance of money paid into court. There were, in addition, 715 cases which were either withdrawn, settled out of court, or otherwise disposed of in such a way as not to enable the officials of the court to state definitely the results, making the total number of cases taken into court 2,469, an increase of 34 as compared with the figures for 1904. The number of cases under the Workmen's Compensation Acts carried to the Court of Appeal in England was 97, or nearly 4 per cent. of the cases that came before the county courts, a considerable increase as compared with the figures for 1904. Of the 97 appeals, 42 were appeals by workmen and 55 by employers. Of the former 12, of the latter 13, were successful. Eighteen were abandoned before hearing. There were five appeals to the House of Lords, as compared with seven in 1900, three in 1901, one in 1902, and two in 1904. The employers were the appellants in four cases. Two of these appeals were successful.

Correspondence.

Undischarged Bankrupt Solicitors.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Now that the Solicitors Act, 1906, entitling the refusal of practising certificates to solicitors who are undischarged bankrupts, has become law, it is to be hoped that the Law Society will strictly and vigorously enforce the new powers placed at their disposal. For years their complaint has been that they had no power to refuse a certificate to a bankrupt solicitor, and now that this grievance is removed, their future action will be watched with interest by many like myself, who, although members of the Law Society, have a very poor opinion of its practical value to the profession. It now has a chance of shewing its zeal in purging the profession of many undesirable members, and thus putting to a practical proof its protestations of its desire to increase the honourable reputation of the profession in general.

Personally I consider that the certificate of every undischarged bankrupt should be refused as a matter of course until he can shew that his bankruptcy arose from circumstances beyond his control and that he misappropriated no client's money. If, however, he is shewn to have misappropriated any client's money, then his certificate should be strictly withheld.

It is not pleasant to have to do business with bankrupt solicitors who have embezzled large sums of trust money, and who, through the fear of a loss of dividend consequent on prosecution, are allowed to practice undisturbed by the Law Society, to the great scandal of the district. Such an experience was mine recently. NUNQUAM.

[We believe that the Council of the Law Society are quite as anxious as our correspondent that the profession should be "purged" as he suggests.—ED. *S.J.*]

Cases of the Week.

Before the Vacation Judge.

PERRY *v.* PARDOE AND OTHERS. 12th and 13th Sept.

EDUCATION ACT, 1902—DISMISSAL OF TEACHER—NOTICE—RIGHT OF TEACHER TO BE HEARD—INJUNCTION.

Motion for an interim injunction to restrain the Rev. George Owen Pardoe and others, the defendants, from dismissing or purporting to dismiss the plaintiff from her office of head mistress of Old Alresford National School, Old Alresford, in the county of Southampton, until her engagement as such should have been duly and lawfully terminated according to the terms of her agreement. The plaintiff, Mrs. Perry, was appointed head mistress in 1901. Upon the Education Act, 1902, coming into force an agreement was entered into by her with the then managers of the school on the 1st of October, 1903. By that agreement it was stipulated (clause 6): "This agreement may be terminated at any time by either of the parties hereto giving to the other of them three calendar months' previous notice in writing to that effect, and if such notice is given by the managers it shall be given in accordance with the decision of a meeting convened by notice sent to every manager four days at least before the meeting, stating that the termination of the agreement with the teacher will form part of the business of such meeting." By clause 7, "Where such notice is given by the managers . . . on grounds connected with the giving of religious instruction in the school, those grounds shall appear on the face of the notice." The reports of the diocesan and Government inspectors during the years 1901 to 1905 were very favourable to the plaintiff, but that of the former in May, 1906, stated that the results were not so good as in 1905, and that lessons for life were not brought home to the children. On the 19th of April, 1906, before the last-mentioned report was made, Mr. Pardoe came to the plaintiff and told her that the managers wished her to resign, but refused to give any reason. The plaintiff declined to do so. On the 21st of April there was a meeting of the managers, and on the same day a written notice to terminate the engagement was sent to her, but it was admitted that this notice was bad, as no grounds were alleged, and the meeting had not been summoned in the way indicated by the agreement, and the plaintiff took no notice of it. On the 11th of June Mr. Pardoe sent her the following letter: "To Mrs. Perry.—The managers of the Old Alresford National School held a meeting last Monday, the 4th of June, at which the report of the diocesan inspector was read, shewing the results in Division I. to be not so good as last year, and intimating that lessons for life were not brought home to the children. The rector reported that he had been present at the inspection and that he confirmed this opinion of the inspector, and added that the answering in Division I. on the Creed was very unsatisfactory. Upon this, it was proposed and seconded, that having for some time felt that the unsatisfactory tone of the school must be the result of imperfect training in religious matters, the managers hereby resolve to terminate the engagement with the head teacher." This was followed by a three months' notice, which expired on the 11th of September. No complaint had been made to the plaintiff as to her religious teaching, and no opportunity given to her to answer these allegations. The other managers, who, with one exception, were members of the Church of England, had not visited the school for a long time. In his affidavit Mr. Pardoe admitted that the plaintiff was a very efficient teacher in secular subjects, and stated that the managers had dismissed her on grounds solely connected with her giving of religious instruction. They had formed their opinion as to the unsatisfactory tone of the school, not only on reports as to what went on inside, but also on their observation of the conduct of the children outside, with which, as residents, they were well acquainted. The Creed was an integral part of the religious teaching in all Church of England schools. It was added that in consequence of this application the holidays had been extended one week until the 17th of September. A new head mistress had been appointed. By section 7 (1) (*c*) of the Education Act, 1902, the consent of the local education authority is required to the dismissal of a teacher, unless the dismissal is on grounds connected with the giving of religious instruction. It was contended on behalf of the plaintiff that there was no evidence that the religious teaching was defective, as the managers only rarely visited the school, and that, even assuming indiscipline and roughness in the children, there was nothing to connect that with defective religious teaching more than with defective secular teaching, and that the grounds were not set out *bonâ fide*, but to avoid the necessity of getting the consent of the local education authority. Also, on the authority of *Fisher* v. *Jackson* (1891, 2 Ch. 84), that the managers as trustees exercising semi-judicial functions had no power to dismiss the plaintiff without first giving her an opportunity of being heard. On behalf of the defendants it was contended that, whatever plaintiff's rights might be, this was not a case for an interim injunction.

SUTTON, J., said he did not think he need trouble Mr. Williams. In giving the notice under clause 6 of the agreement the managers were acting as such in the exercise of their discretion, and not in any judicial capacity, and the conclusion he had arrived at was that it was by no means incumbent on them as a question of law to give the plaintiff an opportunity of stating her view as to the way the notice should or should not be given, and he thought it was apparent on the face of the notice that it was given on grounds certainly connected with the giving of religious instruction. He therefore felt that he could not properly grant this interim injunction, and the application must be dismissed, the costs to be costs in the cause.—COUNSEL, *Stanger*, K.C., and *H. Lynn*; *Fischer Williams* SOLICITORS, *Baker & Nairne*; *Gerald & Arthur Marshall*, for *J. Shield & Mackarness*, Alresford.

[Reported by W. L. L. BELL, Esq., Barrister-at-Law.]

New Orders, &c.

High Court of Justice.

LONG VACATION, 1906.

NOTICE.

During the remainder of the Vacation all applications "which may require to be immediately or promptly heard," are to be made to Mr. Justice BARGRAVE DEANE.

COURT BUSINESS.—Mr. Justice BARGRAVE DEANE will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, the 19th of September, for the purpose of hearing such applications of the above nature, as according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the Judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to Judges' papers), are to be left with the Cause Clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before 1 o'clock on the Monday previous to the day on which the application is intended to be made. When the Cause Clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency to the Judge, personally (if necessary), or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The Chambers of Justices SWINFEN EADY and NEVILLE will be open for Vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—Mr. Justice BARGRAVE DEANE will, until further notice, sit for the disposal of King's Bench Business in Judges' Chambers on Tuesday and Thursday in every week, commencing on Tuesday, the 18th of September.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the

Vacation at 11.30 (Saturdays excepted). Motions will be heard by the Registrar on Wednesdays, the 26th of September, and the 3rd and 17th of October, at 12.30. In matters that cannot be dealt with by a Registrar, application may be made to the Vacation Judge by motion or summons.

Decrees *nisi* will be made absolute by the Vacation Judge on Wednesdays, the 26th of September, and the 3rd and 17th of October.

A summons (whether before Judge or Registrar) must be entered at the Registry, and case and papers for motion (whether before Judge or Registrar) and papers for making decree absolute must be filed at the Registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—CHANCERY DIVISION.—The following papers for the Vacation Judge, are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

Obituary.

Mr. C. Waldron.

Mr. Clement Waldron, solicitor, of Llandaff, died on the 14th inst., at the age of eighty years. He was admitted in 1850, was for many years Registrar of the Llandaff Probate Registry, and acted as local solicitor to the Board of Trade. He was for some time before his retirement from practice in partnership at Llandaff and Cardiff with his son, Mr. Clement Richards Waldron, who is Registrar to the Archdeacon of Llandaff.

Mr. C. R. Hopkins.

Mr. Charles Russell Hopkins, solicitor, of Hungerford, Berks, died on Monday last. He was admitted in 1896, and was Clerk to the County Justices for the Hungerford Division.

Legal News.

Appointment.

Mr. SAMUEL THOMAS EVANS, K.C., M.P., has been appointed Recorder of Swansea, in the place of his Honour Judge Bowen-Rowlands, K.C., deceased.

Changes in Partnerships.

Dissolutions.

WILLIAM EDWARD RICHARDSON and THOMAS ARTINGSTALL WARBURTON, solicitors (Richardson & Warburton), Birmingham. Sept. 1.

ARCHIBALD FREDERICK WALLEY and EDWARD GEOFFREY PARKER WORSLEY, solicitors (Walley, Worsley, & Co.), Manchester. Sept. 10.

[*Gazette*, Sept. 14.

General.

Lord Brampton entered on his ninetieth year on the 14th inst., and is stated to have received a large number of messages congratulating him on the event.

A story is told, says the *Central Law Journal*, of a certain newly-appointed judge who remonstrated with counsel as to the way in which he was arguing his case. "Your honour," said the lawyer, "you argued such a case in a similar way when you were at the bar." "Yes, I admit that," quietly replied the judge, "but that was the fault of the judge who allowed it."

In the High Court of Justiciary, Edinburgh, on the 14th inst., says the *Times*, an ex-soldier, belonging to Glasgow, was charged with cohabiting with his stepdaughter contrary, as the charge read, to an Act of James VI., and the eighteenth chapter of Leviticus. Lord Kyllachy said that although cohabitation with a stepdaughter was not a crime in other parts of the kingdom, it was unquestionably one in Scotland by virtue of the Act of 1567, which incorporated a portion of the Mosaic law. His lordship passed sentence of two months' imprisonment, to date from the prisoner's arrest.

The quarrymen at the Pantdreniog Quarry, Bethesda, witnessed on Saturday, says the *Daily Mail*, the unique spectacle of a county court judge unslinging waggons and pushing them, first with one hand and then with both. Judge Moss temporarily assumed the *rôle* of a quarry labourer, to satisfy himself whether an employee of the quarry, who sued the owners of the North Wales Quarries (Limited) for compensation, could perform certain work offered him. The applicant, having practically lost the use of one arm, contended that he could not unaling and push waggons, and the judge, in giving his decision at Bangor County Court in the afternoon, said that he thought so too. He awarded the workman 9s. weekly as compensation.

It is stated that a will which has just been proved in London contains the following remarkable direction: "The children will be alike until 23 yrs., except that Frances for 45 jointly the others the majority of the oldest at 23 years. The grandmother is to be and have both have controll and possession."

A cable message reached England on Saturday, says the *Westminster Gazette*, stating that Mr. Thomas M. Richards, a solicitor, until recently practising in Clement's-inn, Strand, had been arrested in South Africa. Mr. Richards, who lived in Norwood-road, Herne Hill, was well known in South London. He was a justice of the peace, and held several public offices. In 1904 he was Mayor of Lambeth. In May a warrant for his arrest was granted at the Bow-street police-court. The police found that he had stayed at Marseilles for a short time, and had left there by steamer. After that all traces of him were lost until quite recently, when it was found that he had taken up his residence at Salisbury, South Africa. The Director of Public Prosecutions cabled orders for his arrest, and as soon as the necessary formalities have been taken under the Fugitive Offenders Act, Mr. Richards will be brought back to England and charged at Bow-street police-court. He is specifically charged with misappropriating £2,236, which came into his possession as executor under a will, and £3,481 belonging to Mrs. Witt, a widow living at Norwood. The *Evening Standard* understands that Inspector Callighan, of Scotland Yard, is to proceed to South Africa to bring him home.

Lord Fortescue, the Lord Lieutenant of Devonshire, is stated to have addressed a letter to the chairmen of petty sessional divisions in the county, suggesting the desirability of greater uniformity in the arrangements for the conduct of business at petty sessions. He observes that "a few benches appoint a chairman regularly, but in the majority of cases the chair is filled by rotation, or by the senior magistrate present. It may be claimed for the latter arrangements that under them a good many gentlemen get a little experience as chairman. The disadvantage, however, is that nobody gets much (or gets it regularly), and if a justice is only in the chair occasionally he has no inducement to give special attention to the duties of presiding magistrate, and, in the absence of previous knowledge and experience, is necessarily, in any difficulty, dependent upon the clerk to a considerable extent. Of course, in any case of doubt, it is wisest to consult that official, but over-frequent recourse to professional advice does not raise a court in the estimation of the public or of those who practise in it. A better way, as it appears to me, is that benches should select from among their members two or three gentlemen (or possibly more, for there are a great many sittings) recommended by experience, or knowledge, or previous training, and able and willing to attend regularly and do the work thoroughly, who should undertake to preside in turn in whatever rotation is most convenient to themselves, and would, by conference with each other, arrange for a continuity of practice, and, in regard to sentences, for uniformity of principle." His lordship further suggests that, in cases where the number of magistrates who habitually attend is considerable, it might be better to arrange among themselves to divide the work to meet their individual convenience in such a way as to ensure fairly even attendance on all occasions, instead of possibly a large attendance one day and a very meagre one the next.

Winding-up Notices.

London Gazette.—FRIDAY, Sept. 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

F SAVAGE & Co, LIMITED—Petn for winding up, presented Sept 12, directed to be heard before the Vacation Judge on Sept 26. Pumfrey & Son, 14, Paternoster row, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 25

GOLDFIELDS OF MATABELELAND, LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Simpson, 404-423, Salisbury House, London wall, Ingle & Co, Broad st House, solors for liquidator

MERSEY DOK TANNERY, LIMITED—Petn for winding up, presented Aug 17, directed to be heard on Oct 30. Barton & Pearman, 10, Norfolk st, Strand, for Scatchard & Co, Leeds, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29

MOTOR ENTERPRISES, LIMITED—Petn for winding up, presented Sept 10, directed to be heard on Oct 30. Halse & Co, 61, Cheapside, solors to petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29

NEW COLONIES SYNDICATE, LIMITED—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to Harry Read Smith, 16, St Helen's pl

STEWART & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Oct 29, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st. Biddle & Co, 22, Aldermanbury, solors for liquidator

London Gazette.—TUESDAY, Sept. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARS, LIMITED—Petn for winding up, presented Aug 15, directed to be heard on Oct 30. C & R Woodroffe, 18, Gt Dover st, Southwark, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 29

COOPER PATENT "ANCHOR" RAIL JOINT CO, LIMITED—Creditors are required, on or before Nov 6, to send their names and addresses, and the particulars of their debts or claims, to William Crosland, 43, Albion st, Leeds

DUKE OF NORFOLK STEAMSHIP CO, LIMITED—Creditors are required, on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to George Hyde sambrook, 188, Leadenhall st. Catharne & Co, Leadenhall st, solors to liquidator

DUKE OF PORTLAND STEAMSHIP CO, LIMITED—Creditors are required, on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to George Hyde Sambrook, 138, Leadenhall st. Cattarns & Co, 104, Leadenhall st, solors to liquidator

EASTERN AKEIN (WEST AFRICA) SYNDICATE No. 1, LIMITED—Creditors are required, on or before Oct 20, to send their names and addresses, and the particulars of their debts and claims, to Frank Albert Reeves, 110, Cannon st

EASTERN STEAMSHIP CO, LIMITED—Creditors are required, on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to George Hyde Sambrook, 138, Leadenhall st. Cattarns & Co, 104, Leadenhall st, solors to liquidator

JAMES SCHOFIELD & CO (RAMSBOTTOM), LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph Smith, 33, Richmond ter, Blackburn

QUINLANS LIMITED—Creditors are required, on or before Oct 18, to send particulars of their claims to T A Hammer, 9, Cook st, Liverpool. Lloyd, Liverpool, solor for liquidator

SEVERN AND CANAL CARRYING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Nov 3, to send their names and addresses, and particulars of their debts or claims, to John Ironmonger, Lower Fazeley st, Birmingham

The Property Mart.

Result of Sale.

REVERSIONS, ANNUITY, AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 819) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were Sold at the prices named, the total amount realized being £16,425:—

REVERSION to One-twentieth of £296,000	Sold	£12,500
ANNUITY of £50 and REVERSION to £1,000	"	895
POLICIES OF ASSURANCE:		
For £500	"	285
For £1,000	"	410
For £600	"	600
For £200	"	130
For £200	"	130
For £450, on the life of H.M. the King	"	145
VARIOUS POLICIES on Royal and other lives	"	1,310

Bankruptcy Notices.

London Gazette.—TUESDAY, Sept. 11.

RECEIVING ORDERS.

ALCOCK, JOHN, Leigh, Lancs, File Cutter Bolton Pet Sept 7 Ord Sept 7

BATES, SAMUEL LAURENCE, Tunbridge Wells, Farmer Tunbridge Wells Pet Sept 6 Ord Sept 6

BROWNING, JOHN, Bridgend, Boot Manufacturer Cardiff Pet Sept 6 Ord Sept 6

CLEGG, THOMAS SCOTT, Brighton, Restaurant Proprietor Brighton Pet Sept 7 Ord Sept 7

COLES, JOHN JAMES, Selby, nr Doncaster, Fish Dealer York Pet Sept 7 Ord Sept 7

CRAVEN, STEPHENSON, Higher Broughton, Salford, Lancs, Engineer's Draughtsman Salford Pet Aug 14 Ord Sept 5

DUFFIELD, ALBERT HARRISON, Maindee, Newport, Cashier Newport, Mon Pet Sept 7 Ord Sept 7

ENOCH, ARTHUR WILLIAM, Newmarket, Cambs, Horse Dentist Cambridge Pet Sept 7 Ord Sept 7

FORD, CHARLES LEONARD, Woodley, Cheshire, Ironmonger Stockport Pet Sept 7 Ord Sept 7

FROST, SAMUEL, Walsall, Tanner Walsall Pet Sept 3 Ord Sept 3

GOMERSALL, FREDERICK WALKER, Bradford, Tailor Bradford Pet Aug 22 Ord Sept 6

GOODALL, SMITH, Featherstone, Yorks, Butcher Wakefield Pet Sept 5 Ord Sept 5

HALES, CHARLES LAWRENCE, King's Bench walk, Barrister at Law High Court Pet July 12 Ord Sept 7

HARRISON, JAMES, St Albans, Herts, Baker St Albans Pet Aug 10 Ord Sept 6

HUFTEL, MEYER, Motley st, Curtain rd, Cabinet Maker High Court Pet Aug 21 Ord Sept 7

HUGHES, THOMAS, Peterstow, Hereford, Carpenter Hereford Pet Sept 8 Ord Sept 8

INMAN, HENRY, Cracoe, Yorks, Innkeeper Bradford Pet Sept 7 Ord Sept 7

JEPSON, NORA, Burnley, Dressmaker Burnley Pet Sept 6 Ord Sept 6

PALMER, WALTER, Norwich, Butcher Norwich Pet Sept 8 Ord Sept 8

ROSENBERG, ERNEST, Birkbeck Bank chmbrs, High Holborn, Patent Broker High Court Pet June 15 Ord Sept 6

THOMPSON, WILLIAM, Retford, Notts, Saddler Lincoln Pet Sept 8 Ord Sept 8

TOWNSEND, HARRY, Bishops Waltham, Licensed Victualler Southampton Pet Aug 27 Ord Sept 6

UDEN, CHARLES, Canterbury, Greengrocer Canterbury Pet Sept 8 Ord Sept 8

FIRST MEETINGS.

ALCOCK, JOHN, Leigh, Lancs, File Cutter Sept 21 at 3 19, Exchange st, Bolton

BROWN, WALTER BADGER, Bootle, Lancs Sept 19 at 12 Off Rec, 35, Victoria st, Liverpool

CLARKE, THOMAS, Heaton Norris, Lancs, Commercial Traveller Sept 21 at 3 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

CLAYTON, JAMES, Leicester, Gardener Sept 19 at 3 Off Rec, 1, Berridge st, Leicester

COLES, JOHN JAMES, Selby, nr Doncaster, Fish Dealer Sept 19 at 2.45 Off Rec, The Red House, Duncombe pl, York

CRAVEN, STEPHENSON, Higher Broughton, Salford, Lancs, Engineer's Draughtsman Sept 19 at 2.30 Off Rec, Byrom st, Manchester

DAVIES, CALEB JOHN, Whitland, Carmarthen, Commission Agent Sept 22 at 11.30 Off Rec, 4, Queen st, Carmarthen

FROST, SAMUEL, Walsall, Tanner Sept 19 at 12 Off Rec, Wolverhampton

GOMERSALL, FREDERICK WALKER, Bradford, Tailor Sept 19 at 3 Off Rec 29, Tyrrel st, Bradford

GOODALL, SMITH, Castleford, Yorks, Butcher Sept 29 at 11 Off Rec, 6, Bond ter, Wakefield

HOARE, FREDERICK, Coventry, Fish Salesman Sept 19 at 3 Off Rec, 8, High st, Coventry

HOUGHTON, JAMES, Birkdale, Southport Sept 19 at 11.30 Off Rec, 35, Victoria st, Liverpool

HUFTEL, MEYER, Motley st, Curtain rd, Cabinet Maker Sept 24 at 12 Bankruptcy bldgs, Carey st

INMAN, HENRY, Cracoe, Yorks, Innkeeper Sept 21 at 3 Off Rec, 29, Tyrrel st, Bradford

IVEY, ERNEST ALEXANDER, Voryd, Rhyl, Flint Sept 19 at 12 Crypt chmbrs, Eastgate row, Chester

KRANZ, MOSES, Gateshead, Travelling Draper Sept 19 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

LARKINGS, E, Wymond st, Putney, Builder Sept 20 at 12.30 122, York rd, Westminster Bridge

LEVY, B, Bedford st, Stepney Sept 21 at 12 Bankruptcy bldgs, Carey st

MENZIES & Co, JOHN, Fenchurch st Sept 24 at 11 Bankruptcy bldgs, Carey st

MULFORD, ARTHUR HENRY, Comeragh rd, West Kensington, Turf Enquiry Agent Sept 20 at 11 Bankruptcy bldgs, Carey st

MULLIS, ERNEST DENNIS, Loughborough Sept 19 at 12 Off Rec, 1, Berridge st, Leicester

NEESAM, JOHN JAMES, Northallerton, Yorks, Hairdresser Sept 24 at 11.30 Court house, Northallerton

PARKES, JOSIAH, Wolverhampton, Merchant Sept 19 at 11 30 Off Rec, Wolverhampton

POWELL, WALTER, Great Ness, Salop, Farmer Sept 22 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

ROBINSON, ABRAHAM, Alwyne pl, Canonbury, Furrier Sept 21 at 11.30 Bankruptcy bldgs, Carey st

ROSENBERG, ERNEST, Birkbeck Bank chmbrs, High Holborn, Patent Broker Sept 20 at 11 Bankruptcy bldgs, Carey st

STANLEY, FREDERICK CHARLES, Wolverhampton, Baker Sept 19 at 11 Off Rec, Wolverhampton

TOWNSEND, HARRY, Bishops Waltham, Licensed Victualler Sept 19 at 2.30 Off Rec, Midland Bank chmbrs, High st, Southampton

TURNER, THEODORE, Harborne, Birmingham, Commission Agent Sept 19 at 11 191, Corporation st, Birmingham

WILLIAMS, M EDWARD, Broad st pl, Solicitor Sept 21 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALCOCK, JOHN, Leigh, Lancs, File Cutter Bolton Pet Sept 7 Ord Sept 7

ALLEN, FRANK WOOD, Albany rd, Camberwell, Grocer High Court Pet Sept 5 Ord Sept 8

BATES, SAMUEL LAURENCE, Tunbridge Wells, Farmer Tunbridge Wells Pet Sept 6 Ord Sept 6

BOSE, GEORGE, Poole, Dorset, Baker Poole Pet Aug 23 Ord Sept 8

BRIDGLAND, RICHARD JOHN, Camden rd, Mantle Maker High Court Pet Sept 1 Ord Sept 7

BROAD, JOHN ALFRED, Richmond High Court Pet July 13 Ord Sept 8

BROWNING, JOHN, Bridgend, Boot Manufacturer Cardiff Pet Sept 6 Ord Sept 6

CLEGG, THOMAS SCOTT, Brighton, Restaurant Proprietor Brighton Pet Sept 7 Ord Sept 7

COLES, JOHN JAMES, Selby, nr Doncaster, Fruit Dealer York Pet Sept 7 Ord Sept 7

CRAVEN, STEPHENSON, Higher Broughton, Salford, Lancs, Engineer's Draughtsman Salford Pet Aug 14 Ord Sept 8

DANIELS, FREDERICK WILLIAM, Portsea, Portsmouth, Licensed Victualler Portsmouth Pet Aug 29 Ord Sept 8

DUFFIELD, ALBERT HARRISON, Maindee, Newport, Cashier Newport, Mon Pet Sept 7 Ord Sept 8

ENOCH, ARTHUR WILLIAM, Newmarket, Horse Dentist Cambridge Pet Sept 7 Ord Sept 8

FORD, CHARLES LEONARD, Woodley, Cheshire, Ironmonger Stockport Pet Sept 7 Ord Sept 7

FROST, SAMUEL, Walsall, Tanner Walsall Pet Sept 3 Ord Sept 3

GOODALL, SMITH, Featherstone, Yorks, Butcher Wakefield Pet Sept 5 Ord Sept 5

HARDWICK, ARTHUR, Chichester, Boot Retailer Brighton Pet Aug 23 Ord Sept 6

HOUGHTON, JAMES, Birkdale, Southport Liverpool Pet July 20 Ord Sept 8

HUDSON, J W, Amerley Croydon Pet July 30 Ord Sept 8

HUGHES, THOMAS, Peterstow, Hereford, Carpenter Hereford Pet Sept 8 Ord Sept 8

HYSON, REGINALD, Bracknell, Berks Windsor Pet May 18 Ord Sept 5

INGRAM, JOHN F F, South Norwood, Surrey Croydon Pet May 21 Ord sept 4

INMAN, HENRY, Cracoe, Yorks, Innkeeper Bradford Pet Sept 7 Ord Sept 7

JEPSON, NORA, Burnley, Dressmaker Burnley Pet Sept 6 Ord Sept 6

JOHNSON, EDWIN ALBERT, Saltley, Birmingham, Butcher Birmingham Pet Sept 5 Ord Sept 7

KELY, ESAU JAMES RICHARD, Southend on Sea, Auctioneer Chelmsford Pet July 31 Ord Sept 5

KRANZ, MOSES, Gateshead, Durham, Travelling Draper Newcastle on Tyne Pet Sept 3 Ord Sept 6

PALMER, WALTER, Norwich, Butcher Norwich Pet Sept 8 Ord Sept 8

POCOCK, FREDERICK CHARLES, Brighton, Outfitter Brighton Pet Sept 5 Ord Sept 5

ROGERS, EDWARD, Balsall Heath, Birmingham, Grocer Birmingham Pet Sept 4 Ord Sept 8

SCOTT, ARCHIBALD EDWARD, Mapesbury rd, Brondesbury, Ship Broker High Court Pet June 19 Ord Sept 3

SOFIANO, CONSTANTINE JOHN, Claverton st, Pimlico, Theatrical Agent High Court Pet April 27 Ord Sept 8

STOTT, ALFRED HOWARD, Dalling rd, Hammersmith High Court Pet June 14 Ord Sept 8

THOMPSON, JOB, Blackpool, Grey Cloth Agent Manchester Pet Aug 23 Ord Sept 6

THOMPSON, WILLIAM, Retford, Notts, Saddler Lincoln Pet Sept 8 Ord Sept 8

WALKER, EDWIN TILLEY, Leytonstone, Stationer High Court Pet Aug 20 Ord Sept 6

WOODBRIDGE, CHARLES ALBERT, Maidenhead High Court Pet June 23 Ord Sept 6

YATES, STANLEY ENGLAND, Croydon, Corn Merchant Croydon Pet July 14 Ord Sept 8
Amended notice substituted for that published in the London Gazette of July 27: /

RYAN, HERBERT DENNIS, Margate, Licensed Victualler Croydon Pet July 2 Ord July 26

London Gazette.—FRIDAY, Sept. 14.

RECEIVING ORDERS.

ALLEN, HENRY STAFFELL, Winchelsea, Sussex, Butcher Hastings Pet Sept 10 Ord Sept 10

APPLIN, VINCENT JESSON, Hampton Kingston, Surrey Pet Sept 11 Ord Sept 11

ASPINALL, THOMAS, North Ashton, Ashton in Makerfield, Datal'er Wigan Pet Sept 11 Ord Sept 11

BARBER, ARTHUR LAMBERT, Heckmondwike, Yorks, Bookbinder Dewsbury Pet Sept 11 Ord Sept 11

BATES, GEORGE EDWIN, Intake, Sheffield, Builder Sheffield Pet Aug 25 Ord Sept 10

BROTTON, WALTER JOHNSON, Barnsley, Grocer Barnsley Pet Sept 11 Ord Sept 11

BROWN, THOMAS ROBINSON, Cullercoats, Northumberland, Fruiterer Newcastle on Tyne Pet Sept 11 Ord Sept 11

BRUNNER, HERBERT ZUM, Abbey Foregate, Shrewsbury, Grocer Shrewsbury Pet Sept 11 Ord Sept 11

BUTTERFIELD, ALBERT EDWARD, Shipley, Yorks, Cycle Dealer Bradford Pet Sept 12 Ord Sept 12

CHADWICK, JOHN, Blackpool, Licensed Victualler Oldham Pet Aug 23 Ord Sept 11

CHARLTON, WILLIAM, Blyth, Northumberland, Solicitor Newcastle on Tyne Pet Sept 10 Ord Sept 10

DOWELL, WALTER, Richmond, Yorks, Engineer Northallerton Pet Sept 10 Ord Sept 10

DUNN, JOHN LUKE, Baker Sunderland, Builder Sunderland Pet Sept 10 Ord Sept 10

FLETCHER, ROBERT, Southport, Dealer Liverpool Pet Aug 24 Ord Sept 11

FOX, WILLIAM, Kingston upon Hull, Wheelwright Kingston upon Hull Pet Sept 11 Ord Sept 11

GARDNER, WILLIAM, Freemantle, Southampton Southampton Pet Sept 11 Ord Sept 11

GILLESPY, GEORGE PHILIP, Boldon Colliery, Durham, Builder Newcastle on Tyne Pet Sept 12 Ord Sept 12

HARRIS, GEORGE JOSIAH, Swansea, Commission Agent Swansea Pet Sept 11 Ord Sept 11

HAYES, HERBERT CHARLES, Bradway, Derby, File Manager Sheffield Pet Sept 11 Ord Sept 11

HOLMES, JOHN, Mansfield, Notts, Hawker Nottingham Pet Sept 10 Ord Sept 10

HOOK, WILLIAM, Gt Grimsby, Labourer Gt Grimsby Pet Sept 11 Ord Sept 11

ISLE, JAMES COLLINSON, Horncastle, Lincs, Currier Lincoln Pet Aug 27 Ord Sept 11

JACKSON, ARTHUR, Godalming, Harness Maker Guildford Pet Aug 22 Ord Sept 11

JOHNSON, GEORGE, Lawford, Essex, Farmer Colchester Pet Sept 10 Ord Sept 10

KNOWLES, JOSHUA ERNEST, and GEORGE FREDERICK COLE, Portsmouth, Ship Chandlers Portsmouth Pet Sept 11 Ord Sept 11

LAWRENCE, W J, Morice Town, Devonport, Baker Plymouth Pet Aug 17 Ord Sept 10

MAKINS, ARTHUR, Mortlake, Author Wandsworth Pet Aug 16 Ord Sept 12

MOORE, THOMAS, Derby, Baker Derby Pet Sept 12 Ord Sept 12

MUNNS, FREDERICK, Leagrave, Beds, Builder Luton Pet Sept 11 Ord Sept 11

NEAL, WILLIAM GEORGE, Wendover, Bucks, Journalist Aylesbury Pet Sept 10 Ord Sept 10

NORFOLK, HUGH, Addlestone, Surrey, Corn Merchant Kingston, Surrey Pet Sept 11 Ord Sept 11

ONIONS, FREDERICK STEPHEN, West Bromwich, Baker West Bromwich Pet Sept 12 Ord Sept 12

PARNETT, OWEN, Blaenau Festiniog, Merioneth, Quarryman Portmadoc Pet Sept 12 Ord Sept 12

PERRY, SIDNEY, Pilton, Somerset, Smith Wells Pet Sept 10 Ord Sept 10

PHILPOTT, ALPHEUS CHARLES, Fishponds, Bristol, Cycle Dealer Bristol Pet Sept 12 Ord Sept 12

STEAD, ARTHUR, Leeds, Greengrocer Leeds Pet Sept 10 Ord Sept 10

STEPHENS, THOMAS HENRY, Southport, Lancs, Tailor's Manager Liverpool Pet Aug 8 Ord Sept 12

STEPHENSON, ROBERT HENRY, Kirkby Stephen, Westmorland, Veterinary Surgeon Oxford Pet Sept 8 Ord Sept 8

UNSWORTH, JOSEPH, St Helens, Lancs, Retail Butcher Liverpool Pet Sept 10 Ord Sept 10

VEAL, FREDERICK CHARLES, Mountain Ash, Glam, Grocer's Haulier Aberdare Pet Sept 10 Ord Sept 10

WALKER, HARRY, Blackburn, Stationer Blackburn Aug 23 Ord Sept 12

WOFFINDIN, JOHN, Grenoside, Yorks, Butcher Sheffield Pet Aug 28 Ord Sept 12

WORKMAN, THOMAS, Ross, Hereford, Grocer Hereford Pet Sept 10 Ord Sept 10

WRIGHT, ROBERT JAMES, Hitchin, Builder Luton Pet Aug 25 Ord Sept 11

YATES, THOMAS WILLIAM, King st, Camden Town, Dairyman High Court Pet Sept 11 Ord Sept 11
Amended notice substituted for that published in the London Gazette of Sept 7:

PRESGAVE, DUNCAN CHARLES RENNEY, Saffron Walden, Essex Cambridge Pet Aug 20 Ord Sept 5

RECEIVING ORDER RESCINDED.

BEAUCHAMP, SHEILA GENEVRA HILDA MARY, Langley Park, Norfolk Norwich Rec Ord Aug 18 Rescr Sept 11